

ATHLETIC TRAINING/SPORTS MEDICINE SERVICES AGREEMENT

This ATHLETIC TRAINING/SPORTS MEDICINE SERVICES AGREEMENT (hereinafter, this “**Agreement**”), effective the 1st day of July, 2021, by and between **Commonwealth Health Corporation, Inc. d/b/a Med Center Health Orthopaedics & Sports Medicine** (hereinafter, “**MCH**”) and **Allen County Board of Education** (hereinafter, “**Board**”):

WHEREAS, Board operates a school system in Allen County, Kentucky, which requires sports medicine and athletic training services for the benefit of student athletes; and

WHEREAS, MCH provides athletic training and sports medicine services and desires to provide those services to Board under the terms and conditions set out in the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. MCH shall provide licensed athletic trainers and/or physical therapists and related support staff on an as-needed basis for the performance of sports medicine services for the benefit of student athletes, consistent with the recognized scope of practice for such providers and all applicable statutes and regulations. Services to be provided by MCH will include initial care and management of injuries to student athletes at varsity sporting events (including all football games, all home games for boys and girls basketball and soccer or other contact sports, and post-season games for all contact sports) and consultation with coaching staffs for assistance in injury prevention. Injuries which require a higher level of care shall be referred to appropriate physicians or health care facilities as determined by the Board and/or legal guardian of the student.
2. MCH agrees to maintain professional and comprehensive general liability insurance for the benefit of all MCH employees who provide services pursuant to this Agreement in the minimum amount of \$5,000,000 per occurrence and \$15,000,000 in the aggregate, which all or part may be provided under a program of self-insurance.
3. Board shall compensate MCH for all services rendered pursuant to this Agreement in the amount of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500) per contract year. The amount of fees charged pursuant to this Agreement may be modified by the parties only by mutual agreement in writing. MCH shall invoice Board, and Board agrees to pay said invoices within 30 days of receipt. Board shall pay all invoices in full regardless of whether or not Board receives reimbursement for services provided to student athletes under this Agreement from any other source. Any referrals to Med Center Health providers or entities for health care services beyond the scope of an athletic trainer and/or physical therapist will be billed to and collected from the individual student’s health care insurance carrier or the Board’s health care insurance carrier, as applicable.
4. Board shall provide appropriate space, equipment, and supplies for the provision of sports medicine services and shall consult with MCH to ensure that such needs are met

in a manner reasonably required for the appropriate provision of services provided by MCH and requested by Board. Board shall provide MCH with access to student information reasonably necessary for the provision of services required by this Agreement.

5. Each party agrees to indemnify and hold the other harmless from liability for personal injury, property damage, or other liability arising out of the acts or omissions of any employee or agent of the respective party concerning the provision of services required by this Agreement.
6. The term of this Agreement shall be for a period of three (3) years, beginning with the effective date of this Agreement, unless the Agreement is terminated in accordance with this paragraph. Either party may terminate this Agreement without cause or penalty at any time upon thirty (30) days prior written notice.
7. During the term of this Agreement, and for a period of one year after the end of the original term or any renewal term of this Agreement, Board covenants and agrees that it will not either directly or indirectly solicit for employment or contract with any individual who provides services on behalf of MCH pursuant to this Agreement.
8. The parties shall comply with all applicable provisions of laws, including any rule, regulation, policy or procedure of any governmental authority relating to the operation of school systems or providers of professional services. Both parties shall refrain from discrimination against any person, student or employee on the basis of race, creed, color, religion, age, disability or national origin. Should either party have a reasonable belief that any requirement of this Agreement may violate any law, rule or regulation, such party shall provide written notice of a proposed amendment to this Agreement which would remove the non-compliant provision. The other party shall have ten (10) days within which to agree to the amendment, and if no agreement can be reached, the initiating party shall have the right to terminate the Agreement immediately upon written notice.
9. The parties acknowledge and agree that MCH shall be at all times under this Agreement be an independent contractor and not an employee of the Board, and nothing contained herein shall be construed to place the parties in the relationship of employer-employee, principal-agent, partners, or a joint venture; and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
10. MCH shall require any individual providing services under this Agreement on behalf of MCH to submit to a national and state criminal history background check and have confirmation from the Cabinet for Health and Family Services stating that the individual has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and Family Services.

11. This Agreement cannot be modified, or assigned except by another written instrument executed by both parties. This Agreement constitutes the entire understanding and agreement between parties relating to the subject of this Agreement. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

12. The “Promotional Pieces” document labeled “Attachment A” is attached hereto, and made a part hereof, as if set forth verbatim herein.

13. Should a ruling or enactment by a court or government agency or any state or federal law or regulation prevent or, in the reasonable judgment of MCH, is probable of preventing MCH or any affiliated corporation from continuing this Agreement due to either direct prohibition or an adverse effect on reimbursement status under Medicare or Medicaid or other federal or state reimbursement programs or on the status of MCH or any affiliated corporation as an organization exempt from federal income taxation, the parties agree to use their best efforts to modify this Agreement to ensure compliance. Should the parties be unable to agree within thirty (30) days following notification by one party to the other of the possible invalidity, MCH may elect to terminate this Agreement immediately on notice without further cause or penalty.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement at Warren County, Kentucky, on the day and year first hereinabove written.

**COMMONWEALTH HEALTH
CORPORATION, INC., d/b/a
MED CENTER HEALTH
ORTHOPAEDICS & SPORTS
MEDICINE**

**ALLEN COUNTY BOARD OF
EDUCATION**

By: **David Gray**
Its: Executive Vice President

By: _____
Its: _____

ATTACHMENT A

PROMOTIONAL PIECES

MCH requests that the following marketing items be included for the services contemplated herein.

- We may use each School logo (with a link to the school's website) on our website for marketing purposes.
- We may place signs with our logo in each of the School's athletic training rooms.
- We shall have one "Med Center Health Sports Medicine" night at a football, volleyball, basketball, baseball, softball or other game decided upon during the school year in conjunction with the AD and athletic trainer at each school. This would allow for marketing materials and promotional materials to be distributed during the event.
- School, upon Med Center Health approval, shall place Med Center Health name and logo in a location on a sign at each School's home sporting venue and or stadium.
- We request a full page ad, free of charge, in all sports programs. The design and layout will be done by us and submitted to the printer in proper format.
- We shall be named and allowed to promote that we are the Official Sports Medicine and Rehabilitation provider the high school and junior high school.
- Med Center Health Sports Medicine will be recognized by a PA announcement, at applicable sporting events, as the official sports medicine provider at each high school.
- We request our logo and link to our websites be placed on each School's athletic web page while allowing us to place each school's logo on our sites with a hyperlink to each school.
- We request that the School's social media (i.e., Facebook, Twitter, Instagram) share or retweet a post from Med Center Health social media weekly.